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8 *Attorneys for Plaintiff Trader Joe's Company*

9  
10 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN FRANCISCO DIVISION**

12 TRADER JOE'S COMPANY, a California  
13 corporation,

14 Plaintiff,

15 v.

16 DESERTCART TRADING FZE, a United  
Arab Emirates company, PIFFERT INC., a  
17 Delaware corporation, and DOES 1-5,

18 Defendants.

Case No. 3:23-cv-01148-CRB

**STIPULATION AND ~~[PROPOSED]~~**  
**ORDER FOR DISMISSAL AND**  
**INJUNCTION**

1 Plaintiff Trader Joe's Company ("Trader Joe's") and Defendants DesertCart Online  
 2 General Trading LLC ("DesertCart") and Piffert Inc. ("Piffert") (collectively "Defendants"), by  
 3 and through their attorneys of record, stipulate as follows:

4 **WHEREAS**, on or about March 14, 2023, plaintiff Trader Joe's Company ("Plaintiff" or  
 5 "Trader Joe's") filed its Complaint against defendants DesertCart Online General Trading LLC  
 6 and Piffert Inc. in this Court alleging claims for unfair competition, trademark infringement,  
 7 trademark dilution, and common law trademark infringement and unfair competition concerning  
 8 Defendants' unauthorized use of Trader Joe's intellectual property rights;

9 **WHEREAS**, the parties have reached a settlement of their disputes and Defendants have  
 10 agreed to stipulate to the issuance of the permanent injunction sought by Plaintiff and the  
 11 dismissal of this action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2);

12 **WHEREAS**, that agreement contemplates the entry by this Court of a stipulated  
 13 injunction, the terms of which are detailed below and which relates to the treatment of Trader  
 14 Joe's intellectual property which for purposes of this Stipulated Injunction means but not limited  
 15 to Trader Joe's products, trademarks, product names, trade dress, and packaging designs;

16 **WHEREAS**, DesertCart, as a party to be restrained by this stipulated injunction, agrees to  
 17 the terms set forth herein;

18 **WHEREAS**, Piffert, as a party to be restrained by this stipulated injunction, agrees to the  
 19 terms set forth herein;

20 **NOW, THEREFORE**, it is hereby STIPULATED by and between Trader Joe's,  
 21 DesertCart, and Piffert (collectively, the "Parties" and each individually a "Party") and the Parties  
 22 move that it be ORDERED by this Court that:

- 23 1. DesertCart, its agents, servants, officers, directors, employees, and all persons acting  
 24 in concert with it, be restrained and ENJOINED from directly or indirectly:
  - 25 a. using any Trader Joe's trade dress or trademarks or any other copy,  
 26 reproduction, colorable imitation, or simulation thereof on or in connection  
 27 with DesertCart's goods or services;
  - 28 b. directly or indirectly infringing Trader Joe's trademarks in any manner,

- 1 including, but not limited to, advertising, selling, and/or offering for sale any  
 2 goods or services bearing any confusingly similar imitations of any of Trader  
 3 Joe's trademarks, including product names, trade dress, or packaging designs;  
 4 c. promoting or facilitating any services in any manner that is likely to confuse,  
 5 mislead, or deceive members of the public into believing that DesertCart, or  
 6 any of its agents, products, or services, are associated with Trader Joe's, are  
 7 sponsored, approved, or licensed by Trader Joe's, or are in any other way  
 8 connected or affiliated with Trader Joe's;  
 9 d. facilitating the sale or delivery of Trader Joe's products without Trader Joe's  
 10 express authorization, including, but not limited to, importing and/or exporting  
 11 any good or service bearing a Trader Joe's trademark or trade dress or any  
 12 other copy, reproduction, colorable imitation, or simulation thereof under 19  
 13 U.S.C. § 1526(a) (prohibiting importation of goods bearing infringing marks)  
 14 and/or 18 U.S.C. § 2320(i) (prohibiting exportation of goods bearing  
 15 counterfeit marks), provided that if a third party places an infringing or  
 16 counterfeit item on a website operated by DesertCart, DesertCart does not  
 17 violate this subsection unless DesertCart fulfills an order for that item;;  
 18 e. effecting assignments or transfers, forming new entities or associations, or  
 19 utilizing any other means or device for the purpose of circumventing or  
 20 otherwise avoiding prohibitions set forth in subparagraphs (a) through (d).  
 21 2. Piffert, its agents, servants, officers, directors, employees, and all persons acting in  
 22 concert with it, be restrained and ENJOINED from directly or indirectly:  
 23 a. using any Trader Joe's trade dress or trademarks or any other copy,  
 24 reproduction, colorable imitation, or simulation thereof on or in connection  
 25 with Piffert's goods or services;  
 26 b. directly or indirectly infringing Trader Joe's trademarks in any manner,  
 27 including, but not limited to, advertising, selling, and/or offering for sale any  
 28 goods or services bearing any confusingly similar imitations of any of Trader

- 1 Joe's trademarks, including product names, trade dress, or packaging designs;
- 2 c. promoting or facilitating any services in any manner that is likely to confuse,
- 3 mislead, or deceive members of the public into believing that Piffert, or any of
- 4 its agents, products, or services, are associated with Trader Joe's, are
- 5 sponsored, approved, or licensed by Trader Joe's, or are in any other way
- 6 connected or affiliated with Trader Joe's;
- 7 d. facilitating the sale or delivery of Trader Joe's products without Trader Joe's
- 8 express authorization, including, but not limited to, importing and/or exporting
- 9 any good or service bearing a Trader Joe's trademark or trade dress or any
- 10 other copy, reproduction, colorable imitation, or simulation thereof under 19
- 11 U.S.C. § 1526(a) (prohibiting importation of goods bearing infringing marks)
- 12 and/or 18 U.S.C. § 2320(i) (prohibiting exportation of goods bearing
- 13 counterfeit marks), provided that if a third party places an infringing or
- 14 counterfeit item on a website operated by Piffert, Piffert does not violate this
- 15 subsection unless Piffert fulfills an order for that item;
- 16 e. effecting assignments or transfers, forming new entities or associations, or
- 17 utilizing any other means or device for the purpose of circumventing or
- 18 otherwise avoiding prohibitions set forth in subparagraphs (a) through (d).
- 19 3. This Permanent Injunction shall be binding upon Defendants as well as its principals,
- 20 officers, directors, shareholders, employees, agents, subsidiaries, parents, affiliates,
- 21 heirs, legal representatives, assigns, and successors.
- 22 4. This Court shall retain exclusive and continuing jurisdiction over the Parties for
- 23 purposes of enforcing and adjudicating any violations of this Stipulated Injunction.
- 24 5. This action is hereby DISMISSED without prejudice pursuant to Federal Rule of Civil
- 25 Procedure 41(a)(2);

26 **IN WITNESS WHEREOF**, the parties hereto have stipulated to this Permanent

27 Injunction on this day of November 2, 2023.

28

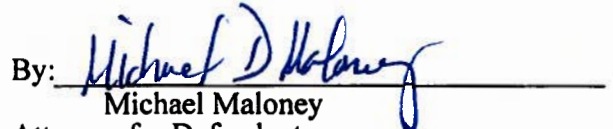
1                    November 2  
2       Dated: ~~October~~ \_\_, 2023

DAVID R. EBERHART  
SCOTT W. PINK  
O'MELVENY & MYERS LLP

4                      
5                    By: David R. Eberhart  
6                    Attorneys for Plaintiff  
7                    Trader Joe's Company


8                    November  
9       Dated: ~~October~~ 2, 2023

MICHAEL MALONEY  
LAW OFFICES OF TED A. GREENE, INC.

11                      
12                    By: Michael Maloney  
13                    Attorney for Defendant  
14                    Piffert Inc.

15                    November  
16       Dated: ~~October~~ 2, 2023

MICHAEL MALONEY  
LAW OFFICES OF TED A. GREENE, INC.

18                      
19                    By: Michael Maloney  
20                    Attorney for Defendant  
21                    DesertCart Online General Trading LLC

22       PURSUANT TO STIPULATION,  
23       IT IS SO ORDERED.

24       Dated: November 9, 2023

25                      
26                    CHARLES R. BREYER  
27                    SENIOR UNITED STATES DISTRICT JUDGE